

WARRANTY DEED

131

MESA DRATN

0023-60

0023-00

7-(23) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

that we, Payton J. Edwards and J. C. Wilmarth, both married men

of the County of El Paso, State of Texas, in consideration of the sum of _____

Two hundred and twenty-four and 00/100 (\$224.00)- - - - - DOLLARS,

to us in hand paid by the United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto,

the receipt of which is hereby acknowledged
ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
the United States of America

of ~~the County of El Paso~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land approximately 3 miles Northwest of the town of Ysleta, Texas, in the Southwest quarter of the Southeast quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey, being also in the Ysleta Grant, and more particularly described as follows: Beginning at the northeast corner of the tract of land herein described, which is a point on property line between land of grantors herein and P. Guerra, said point being on the southwesterly right of way line of a 12.0 foot road, and from which point the northeast corner of said section 15 bears North 18°43'35" East, 4699.4 feet; thence South 32°47'23" East, 115.9 feet along said right of way line; thence North 49°11'30" East, 12.03 feet to point on property line between land of grantors herein and Ysleta Church property; thence South 32°47'23" East, 289.5 feet along said property line to corner on northwesterly right of way line of a 8.0 ft. road; thence South 65°24' West, 81.7 feet along said right of way line; thence North 40°41' West, 60.4 feet; thence to left along 1382.69 foot radius curve 376.92 feet measured on 100 ft. chords to a point on the property line between land of grantors herein and said P. Guerra, and the tangent to the curve at said point bears North 56° 18'24" West; thence along said property line North 66°35'30" East, 181.23 feet to point of beginning; said tract of land containing one and twelve hundredths (1.12) acres, more or less, this land not being homestead property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said _____

the United States of America, its

~~heirs and~~ assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said _____

the United States of America, its

~~heirs and~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at El Paso, Texas this 2nd day of June, A. D. 1920.

Witnesses at Request of Grantor

U. S. documentary revenue stamp
for 50 cents affixed and cancelled.

PEYTON J EDWARDS

J C WILMARTH

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Norman E Veager

a notary public in and for El Paso, County, Texas, on this day personally appeared
Peyton J Edwards and J C Wilmarth

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of June A. D. 1920

(SEAL)

My com exp June 1 1921

Norman E Veager

Notary Public

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso, County, Texas, on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined
by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

acknowledged such instrument to be her act and deed,

and declared that she had willingly signed the same for the purposes and consideration therein expressed, and
that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 1921

THE STATE OF TEXAS,
COUNTY OF EL PASO.

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 2nd

day of June A. D. 1920 with its certificate of authentication, was filed for record in my

office this 8th day of June A. D. 1920, at 3:04 o'clock P. M. and duly recorded

the 12th day of June A. D. 1920 at 11:45 o'clock A. M. in the records of

said County, in Volume 348 on pages 38

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day
and year last above written.

W D GREET

Clerk, County Court

(SEAL)

By FLORENCE C ROCK, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1921

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **July 12,**
Peyton J. Edwards and J.C. Wilmarth

19 **19**, with

for the purchase of land required for **Mesa Drain**

purposes, **Rio Grande**

Project, **El Paso**

County, **Texas**

1. State description and *approximate area* of land to be conveyed.

1.12 acres in the Southwest quarter of the Southeast quarter of Sec. 15, T. 31 S., R. 6 E., United States Reclamation Service survey.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Ysleta Grant - no United States Public lands in State of Texas.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

Peyton J. Edwards, Caples Bldg., El Paso, Texas
Mrs. Nettie Mae Edwards, Wife, Caples Bldg., El Paso, Texas.

J.C. Wilmarth, Herald Office, El Paso, Texas
Mrs. Mary R. Wilmarth, Wife, Herald Office, El Paso, Texas.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Owners in possession

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Subject to right of way by virtue of contract with water users' association.

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; *also the amounts and values of the several classes of land.*

All in cultivation . General crops.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All irrigable under Rio Grande Project

8. State the selling price of similar land in the vicinity.

\$200.00 to \$250.00

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drain will be of general benefit to the land

Dated

July 14, 1919

1919

(Signature)

Geo W. Hoadley

(Title)

Field Assistant

In Charge of Negotiations.

Approved:

Project Manager.

Approved May 27, 1910, by the
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made the twelfth day of July,
nineteen hundred and nineteen, between Rayton J. Edwards
and J. C. Wilmarth, his wife, of El Paso
County, Texas, for them sel their heirs, legal represen-
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by
* * * L. H. Lawton, Project Manager * * of the United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas to wit:
A tract of land approximately 3 miles Northwest of the town of Ysleta,
Texas, in the Southwest quarter of the Southeast quarter of Section
Fifteen (15), Township thirty-one (31) South, Range Six (6) East,
United States Reclamation Service survey, being also in the Ysleta
Grant, and more particularly described as follows: Beginning at
the northeast corner of the tract of land herein described, which is
a point on property line between land of vendors herein and R. Guerra,
said point being on the northwesterly right of way line of a 12.0 ft.
road, and from which point the northeast corner of said section 15
bears North 18°43'35" East, 4699.4 feet; thence South 32°47'23" East,
115.9 feet along said right of way line; thence North 49°11'35" East,
12.03 feet to point on property line between land of vendors herein
and Ysleta Church property; thence South 32°47'23" East, 259.5 feet
along said property line to corner on northwesterly right of way line
of a 8.0 ft. road; thence South 65°24' West, 51.7 feet along said right
of way line; thence North 40°41' East, 60.4 feet; thence to left along
1352.69 feet radius curve 376.92 feet measured on 100 ft. chords to
a point on the property line between land of vendors herein and said
R. Guerra, and the tangent to the curve at said point bears North 56°
18'24" West; thence along said property line North 66°35'30" East,
181.23 feet to point of beginning; said tract of land containing one
and twelve hundredths (1.12) acres, more or less.

: this land not
being homestead property.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation, and maintenance of reclamation works under

said act, the sum of -----

----- **Two hundred twenty-four and no/100 (\$224.00)** -----

----- dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until ~~July twelfth~~ **nineteen hundred and nineteen** ----- notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until ~~July twelfth, 1919~~ -----; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the Comptroller or Director and Chief Engineer of the Reclamation

Service, and shall terminate by limitation at the expiration of ~~Twenty-four~~ ----- months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

Fees \$ 15.00

RECEIVED for record the following Instrument:

No. 24444 Partial Release from
Rayton & Edwards and J.C. Wilmarth

EL PASO, TEXAS, June 8, 1920

W. D. GREET,

Clerk of the County Court, El Paso County, Texas

RETURN THIS RECEIPT

By Julia Cooke,
Deputy.

Fees \$ 10.00

RECEIVED for record the following Instrument:

No. 24743 W/D from Peyton & Edwards
and J.C. Wilmarth to The United States
of America.

EL PASO, TEXAS, June 8, 1920

W. D. GREET,

Clerk of the County Court, El Paso County, Texas

RETURN THIS RECEIPT

By Julia Cooke,
Deputy.

El Paso, Texas,
June 9, 1920.

Mr. Payton J. Edwards,
Caples Bldg.,
El Paso, Texas.

Dear Sir:

We are returning herewith Pioneer Abstracts
No. 9981, 115682 and El Paso Abstract No. 19814,
which were loaned to the Reclamation Service for
the purpose of securing title guaranty. Thanking
you for this favor, we are

Very truly yours,

P W DEBT

District Counsel.

Encl.

Inclosing Map returned to Mr. Edwards
personally in office 5/27-21
Hawley

El Paso, Texas,

June 4, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated June 2, 1920, running from Peyton J. Edwards and J. C. Wilmarth to the United States.

Very truly yours,

P W DEET

District Counsel.

incl.

El Paso, Texas, June 4, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated June 2, 1920, running from Edwards and Wilmarth to the United States, together with letter of transmittal to the county clerk, for recordation of deed.

We understand that this will now put title in the United States of such quality that guaranty certificate may issue.

Very truly yours,

P. W. DEET

District Counsel.

2 incls.

AFFIDAVIT.

STATE OF TEXAS }
COUNTY OF EL PASO } ss.

Before me the undersigned authority on this day came and personally appeared Peyton J. Edwards and J. C. Wilmarth, both to me personally known, and who, being first by me duly sworn, each did depose and say for himself and not for the other; that he is over twenty-one years of age; that his postoffice address is El Paso, Texas, and that he has held joint possession with the other affiant hereto of a certain tract of land for three years, including and next preceding September 27, 1919, said joint possession being open, exclusive, continuous and hostile; the said tract of land being 1. 12 acres lying in the Ysleta Grant and more particularly described in an agreement of sale between your affiants and the United States of America dated July 12, 1919, recorded in Deed Book 336, page 282, Records of El Paso County, Texas, and that during all of said period of time no other person or persons have held or asserted any possessory rights to the said described land.

(sgd/ Peyton J. Edwards
(sgd/ J. C. Wilmarth

Subscribed and sworn to before me this 2nd
day of June 1920.

(seal)

(sgd/ Norman E. Nease

Notary Public in and for
El Paso County, Texas.

My com. exp. June 1, 1921.

El Paso, Texas,
June 1, 1920.

Mr. Peyton J. Edwards,
Caples Building,
El Paso, Texas.

Dear Sir:

Transmitted herewith to be signed by yourself and by Mr. Wilmarth, is warranty deed granting to the United States 1.12 acres of land taken for the Mesa Drain in El Paso Valley. The Notary Public in this office will be pleased to take acknowledgment to the deed without charge to you if grantors can call at our office. The deed is to have affixed a United States documentary revenue stamp for 50¢ which it is customary for the grantor to supply and which please do not overlook.

There is also transmitted herewith an affidavit as to possession of this land which should be signed by yourself and Mr. Wilmarth. The blank space showing number of years you have been in possession should be filled in and the longer the time which can be stated, the better it will serve our purpose. Upon receipt of the enclosed papers duly executed, the title guaranty people will issue their title certificate and the account can be vouchered and paid.

We trust that your taxes are paid up to date as it is impossible for the United States to make final settlement if there is an outstanding tax lien.

Very truly yours,

P W DEBT

District Counsel.

Judy.

CFH:MEP

El Paso, Tex.
Sept. 24, 1919.

County Clerk for El Paso County,
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record
are the following contracts :

Contract dated July 21, 1919 between Maggie
B. Worsham and J. B. Worsham and the United
States.

(Contract dated July 12, 1919 between
Peyton J. Edwards and J. C. Wilmarth and the
United States.)

Yours very truly,

C. F. Harvey,

Asst. District Counsel.

Enc.

El Paso, Texas, September 3, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith are El Paso Abstract No. 19814 and your No. 15682, covering Edwards and Wilmarth land, together with application for title certificate and blueprint describing the property to be conveyed to the United States. The consideration to be paid is \$224.00.

Kindly advise if you find title good in the Government grantor, when warranty deed will be executed and recorded.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incls.

The owners of the above abstracts have requested that we obtain receipt for them, and same is inclosed for your signature.

CERTIFICATE.

This is to certify as follows:

That the land described in tax certificate accompanying title guaranty dated June 8, 1920, is the land a portion of which has been acquired by the United States under contract dated July 12, 1919, made with Peyton J. Edwards and J. C. Wilmarth; that, as to the taxes stated to be due and unpaid for the year 1899, amounting to \$6.60, the fact that this amount or any amount is due is disputed by the landowners, and further, the amount is so small in comparison with the land holdings of the contractors, who are both parties of large financial interests and excellent credit, that it may be passed without further notice; and that, as to taxes for the year 1920, which are a lien but not payable, assessment of the same not having been made at the date warranty deed conveying the right of way to the Government was executed, decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter to the Director of the Reclamation Service, holds that, as to the United States, which is a party exempt from taxation by State authority, if property is acquired while proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested and a tax, though subsequently levied, is not a lien effectual against the land. Also, that grantors have held possession of said lands during the period of possession shown in their affidavit of June 2, 1920, attached hereto, under title.

El Paso, Texas,
August 4, 1920.

P. W. DENT

District Counsel.

Incls. with this land purchase are
as follows:

Orig. contract to sell dated July 12, 1919.
Orig. warranty deed, with 1 copy and 2 blueprints.
Possessory certificate.
Affidavit of landowner as to possession.
Copies letters April 11, 1918, and June 26, 1918,
from Chief Counsel to District Counsel.
Title guaranty.
Extra copy above certificate.

(Reference is made to letter March 26, 1920, from
Dr. to C. of C., in regard to land purchase from
J. W. Johnson, Rio Grande project.)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas.~~ JUL 23 1919, 1919

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated July 12, 1919

Rio Grande Project

Executed on behalf of U. S. by L. E. Larson, Project Manager

With Peyton J. Edwards and J. C. Wilmarth

Estimated amount involved, \$ 224.00

Authority No.
or clearing acct. 6-5

Accompanied by bond and two copies.
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of right of way for El Paso Valley Mesa Drain

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
at El Paso, Texas and District Counsel

at El Paso, Texas of the approval of the above

Encls: Orig. & 3 copies contract

Orig. & 1 copy report on land agreement

Orig. & 1 copy certificate of recommendation L. E. Larson

Two blueprints

Project Manager.

Denver, Colo., July 23, 1919

It is recommended that the above-described contract be approved.

Inclosures: Orig. and 3 copies form letter; Orig. and 2 copies of
contract; Orig. Certificate of Necessity;
Orig. report on land agreement;
One Blue Print.

K. F. WALTER

Acting
Chief of Construction.

Washington, D. C. AUG 23 1919

Contract (and bond, if any,) was approved by
on AUG 23 1919

AUG-2 '19 1090

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, July 12, 1919

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Peyton J. Edwards and A. C. Wilmarth in the Southwest quarter of the Southeast quarter of Sec. 15, T. 31 S., R. 6 E., United States Reclamation Service survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Geo. W. Hoadley

Field Assistant

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement to sell dated July 12, 1919, with Peyton J. Edwards and J. C. Wilmarth is required for purposes authorized by the Act of Congress dated June 17, 1902 (32 Stat. 388) namely as right of way for El Paso Valley Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder \$224.00 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson

Project Manager

El Paso, Texas,

July 12, 1919.

The vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

of _____

of _____

of _____

of _____

Peyton J. Edwards

J. C. Wilmarth

Vendor. **9**

The United States of America,

By _____

U. S. R. S.

STATE OF Texas }
COUNTY OF El Paso } ss:

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Peyton J. Edwards and
J. C. Wilmarth
who are personally known to me to be the persons whose names subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged that
they

signed, sealed, and delivered said instrument of writing as their free and voluntary act,
for the uses and purposes therein set forth.

I further certify that I did examine the said
~~separate and apart from their husband and explained to~~ the contents of the
foregoing instrument, and upon that examination ~~declare that~~ did
~~voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do~~
~~not wish to retract the same~~

Given under my hand and official seal, this 12th day of July, 191 **9**

[SEAL.]

(Signed) Geo. W. Hoadley,
Notary Public

My commission expires June 1st, 1921

Approved this _____ day of _____, 191

Comptroller, U. S. R. S.

CAMAL Mesa Verde COUNTY El Paso

1. Mailing address of each party Payton J. Edwards, Cafels
Bldg J.C. Wilmarth Herald Office
2. Personal status of each party (married, single, widow or widower): Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
Joint owners no liens
5. State whether or not land is homestead property: Not Homestead
6. Survey number of tract (if not embodied in land description):
_____. If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acreage _____: Assessed at \$ _____
other available information _____
7. Grantor will order title guaranty.
☒ Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structure to be built by Service. None
Harvey has abstract.